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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

ARACELY SOUCEK, *et al.*,

Plaintiffs,

v.

ROBLOX CORPORATION, SATOZUKI
LIMITED B.V., STUDS ENTERTAINMENT
LTD., and RBLXWILD ENTERTAINMENT
LLC,

Defendants.

ROBLOX CORPORATION,

Cross-Claimant,

v.

SATOZUKI LIMITED B.V.; RBLXWILD
ENTERTAINMENT LLC; RBLX WILD
ENTERTAINMENT; STUDS
ENTERTAINMENT LTD.; BASED PLATE
STUDIOS LLC; and JOHN DOE #1,

Cross-Defendants.

Case No. 3:23-cv-04146-VC

**ROBLOX CORPORATION'S RESPONSE TO
BASED PLATE STUDIOS LLC'S MOTION TO
WITHDRAW AS COUNSEL**

Date: June 23, 2025
Time: 10:00 AM
Dept.: Courtroom 4, 17th Floor
Judge: Hon. Vince Chhabria

Date Filed: May 22, 2025

1 **I. INTRODUCTION**

2 Cross-Defendant Based Plate Studios LLC (“Based Plate”) and its sole members and co-
 3 founders, Shane Selinger and Aristeidis Stathouloupoulos, have consistently tried to evade detection
 4 and liability for their operation of Bloxflip, a website they advertised as a “ROBLOX Casino where
 5 you can bet your Robux.” After Studs Entertainment Ltd. (“Studs”)—the first corporate shell
 6 behind Bloxflip—was served with the complaint, Selinger and Stathouloupoulos created Based Plate
 7 and let Studs default. That tactical move did not work. Based Plate continued to operate Bloxflip,
 8 and Roblox filed cross claims against Based Plate in November 2024.

9 Having previously tried and failed to get Roblox’s cross claims dismissed, Based Plate now
 10 seeks to avoid discovery entirely—including previously-served discovery about its finances and
 11 assets—by terminating its counsel of record, Keker Van Nest & Peters (“KVP”) and playing
 12 pauper. *See generally* ECF No. 168 (“Motion”). In support of the Motion, Based Plate offers an
 13 unsworn declaration from its “representative,” Stathouloupoulos, a Greek citizen who previously
 14 stated about this litigation that “an American court, can not make a judgment on a european
 15 company.” ECF No. 150-1, at 6:22-24. His carefully-worded declaration states that “*Based Plate*
 16 *Studios has determined* that it is no longer financially able to continue defending this litigation and
 17 will not be retaining substitute counsel or further participating in this case.” ECF No. 168-2 ¶ 2
 18 (emphasis added). This unsworn declaration does not provide sufficient grounds for the Court to
 19 grant the Motion, particularly given Based Plate’s repeated efforts to frustrate the judicial process.
 20 Among other things, the declaration leaves open the possibility that Based Plate—an LLC
 21 controlled by Stathouloupoulos and Shane Selinger, a Massachusetts resident—transferred the
 22 LLC’s assets during the pendency of this litigation. The Court should require additional evidence
 23 of Based Plate’s ownership and financial condition, and allow Roblox an opportunity to test that
 24 evidence, before permitting Based Plate to fire its counsel and declare that it will no longer
 25 “participat[e]” in the litigation. For these reasons, Roblox opposes the Motion, which, if granted,
 26 will impede Roblox’s ability to obtain necessary discovery and relief.

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II. FACTUAL AND PROCEDURAL BACKGROUND

Based Plate is the current entity behind Bloxflip, a website that launched in early 2022 and described itself until at least late November 2024 as “the first ROBLOX Casino where you can bet your Robux.” *See* ECF No. 163, Roblox’s First Amended Cross-Complaint, at ¶¶ 7, 106. Bloxflip’s cofounders hide their identities and use the monikers “Psy” and “Aris.” *Id.* at ¶ 98. After listing no Bloxflip corporate owner on their platform, they listed Studs Entertainment Ltd. (“Studs”) (which is in default), then briefly listed another entity, and eventually switched to Based Plate in August 2024. *Id.* at ¶¶ 19–20, 98, 100; *See also* ECF No. 150-1 at ¶¶ 2, 4, 12, 14, 23. By design, Bloxflip created a false association with Roblox: its name had a shorthand (Blox) for Roblox; the site repeatedly used the Roblox and Robux trademarks, as did Bloxflip’s online promotions. ECF No. 163 at ¶¶ 105–107, 193–200, 204. In violation of Roblox’s ToU, the site required users to share their Roblox credentials and “deposit” and “withdraw” credits falsely labeled as “Robux.” *Id.* at ¶¶ 109–127. Based Plate used these credentials to access user accounts on Roblox’s services (“Roblox Services”), and it used and created Roblox accounts to facilitate Bloxflip’s operation. *Id.* at ¶¶ 92, 96. Roblox has repeatedly tried to disrupt Bloxflip’s activities, which have caused damage and thousands of dollars in loss to Roblox. *Id.* at ¶¶ 133–40, 270. Roblox sent takedown requests to Bloxflip’s hosting providers and developed and employed methods to detect and disrupt bot accounts, accounts that violated Roblox’s policies, and accounts that may have used Bloxflip in particular. *Id.* at ¶ 137. Roblox sent a cease-and-desist (“C&D”) letter to Based Plate on November 14, 2024, demanding that it and its agents stop using Roblox’s trademarks and accessing the Roblox Services. *Id.* at ¶ 140. Based Plate continued to access Roblox’s Services by taking over Roblox accounts and continued to falsely associate Bloxflip with Roblox. *Id.* at ¶¶ 107, 109, 141, 151.

On November 20, 2024 Roblox filed Cross-Claims against Based Plate, Studs, and several other Cross-Defendants alleging, in part, that Based Plate—which owned and operated Bloxflip from August 2023 through the present—infringed Roblox’s trademarks, accessed Roblox’s protected computers without authorization, trespassed on Roblox’s property, breached Roblox’s ToU, and must indemnify Roblox. *See* ECF No. 163.

1 On January 14, 2025, Roblox’s and Based Plate’s counsel met via videoconference to
 2 discuss this case. During that conferral, Roblox noted Based Plate’s February 6, 2025 deadline to
 3 serve Rule 26(a) initial disclosures. Declaration of Kristine Forderer (“Forderer Decl.”), ¶ 2.
 4 Roblox asked if Based Plate’s attorneys also represented Studs. *Id.* About three weeks later, Based
 5 Plate served initial disclosures in which it refused to provide any information required by Rule
 6 26(a) on the basis that the Court purportedly lacked personal jurisdiction over it. *Id.* ¶ 3.

7 On February 14, 2025, Roblox requested a Rule 26(f) conference with Based Plate so the
 8 parties could discuss Based Plate’s failure to provide substantive initial disclosures and discuss a
 9 discovery plan. *Id.* ¶ 4. The parties agreed to confer on February 21, 2025. *Id.* The day before
 10 that conferral, Based Plate stated: “we are not participating in a Rule 26(f) conference tomorrow
 11 [sic] for all the reasons set forth in our objections.” *Id.* The parties held a conferral on February
 12 21, during which Roblox explained that it sought specific discovery from Based Plate, including
 13 financial information, the code for the Bloxflip website, and information about Bloxflip’s users.
 14 *Id.* ¶ 5. Roblox again asked if KVN also represented Studs. *Id.* Based Plate’s attorneys
 15 acknowledged that they still owed Roblox an answer to this question, but otherwise would not agree
 16 to providing discovery due to Based Plate’s objection to personal jurisdiction. *Id.*

17 On March 10, 2025, Based Plate moved to dismiss Roblox’s Cross-Complaint, ECF Nos.
 18 146, 147, 154, which Roblox opposed (ECF No. 150). On April 16, 2025, the Court issued an order
 19 holding that it had personal jurisdiction over Based Plate and denying Based Plate’s motion to
 20 dismiss Roblox’s claims for trademark infringement, violation of the California Comprehensive
 21 Computer Data Access and Fraud Act, breach of contract, tortious interference with contractual
 22 relations, and express indemnification. ECF No. 159. Roblox filed Amended Cross Claims on April
 23 30, 2025. ECF No. 163.

24 On April 1, 2025 Roblox served Based Plate with Requests for Production (“RFPs”), which
 25 included discovery into Based Plate’s finances, such as Based Plate’s sources of income, revenue
 26 and bank account information. Forderer Decl. ¶ 6. Based Plate provided only written responses and
 27 objections on April 15, 2025 and has produced no documents to date. *Id.* ¶ 7. In a Joint Case
 28 Management Statement, Based Plate requested until May 14, 2025 to file its Answer to Roblox’s

1 Cross-Claims given that its original deadline (April 30, 2025) converged with Roblox’s deadline to
 2 amend its claims. ECF No. 161 at 10. In the same case statement, Roblox made clear that it would
 3 seek additional documents and communications about Based Plate’s operations, the legal
 4 relationship between Studs and Based Plate, and Based Plate’s measures to avoid detection by
 5 Roblox, to name a few. *Id.* at 14. While Based Plate asserted that Roblox’s previously-served
 6 discovery was moot given the court’s recent order, Based Plate stated it would meet and confer
 7 with Roblox about merits discovery and that Based Plate even intended to “propound its own
 8 discovery requests upon Roblox and third-parties.” *Id.* at 15. Based Plate also pushed for sufficient
 9 time to review all discovery completed to date and estimated that it would “require at least six
 10 months to complete this process,” while requesting a December 15, 2025 deadline for completion
 11 of fact discovery. *Id.* at 20.

12 At all times, Roblox has diligently pursued discovery from Based Plate. On May 6, 2025,
 13 Roblox asked Based Plate for its availability for the required Rule 26(f) conference and to meet and
 14 confer on Based Plate’s responses and objections to Roblox RFPs. Forreder Decl., ¶ 9. Roblox also
 15 promptly served its initial disclosures on Based Plate (as ordered in ECF No. 165), through KVN.
 16 Despite the Court’s order, Based Plate has not served its disclosures. *Id.* ¶ 13. Instead, KVN has
 17 stated that they are “unauthorized to take any further action in this litigation on Based Plate’s
 18 behalf.” *Id.* ¶ 11.

19 **III. LEGAL STANDARD**

20 In this district, “[c]ounsel may not withdraw from an action until relieved by order of the
 21 Court after written notice has been provided, reasonably in advance to the client and to all other
 22 parties who have appeared in the case.” Civil L.R. 11-5(a). Attorneys do not have an absolute right
 23 to withdraw from representation at any time. *China Cent. Television v. Create New Tech. HK Ltd.*,
 24 No. CV 15-01869 MMM (AJWx), 2015 WL 12826457, at *1 (C.D. Cal. June 25, 2015). Rather,
 25 courts considering a motion to withdraw consider whether good cause exists to permit withdrawal.
 26 *Stewart v. Boeing Co.*, No. CV 12-05621 RSWL (AGRx), 2013 WL 3168269, *1 (C.D. Cal. June
 27 19, 2013) (“In ruling on a motion to withdraw as counsel, district courts generally consider [] the
 28 reasons why withdrawal is sought”) (internal citation and quotation marks omitted). In ruling on a

1 withdrawal motion, Courts have discretion to consider “(1) the reasons why withdrawal is sought,”
 2 (2) “the prejudice withdrawal may cause to other litigants,” (3) “the harm withdrawal might cause
 3 to the administration of justice,” and (4) “the degree to which withdrawal will delay the resolution
 4 of the case.” *Das v. WMC Mortg. Corp.*, No. 10-cv-00650, 2011 WL 13239055, at *1 (N.D. Cal.
 5 Oct. 14, 2011) (internal citation omitted). Moreover, the “Court has the inherent authority to
 6 enforce its own Orders to control the conduct of the proceedings, protect the ‘orderly administration
 7 of justice,’ and maintain ‘the authority and dignity of the court.’” *In re Soc. Media Adolescent
 8 Addiction/Pers. Inj. Prods. Liab. Litig.*, No. 22-MD-03047-YGR (PHK), 2024 WL 4125618, at *14
 9 (N.D. Cal. Sept. 6, 2024) (*quoting Roadway Exp., Inc. v. Piper*, 447 U.S. 752, 764–67 (1980)).

10 **IV. THE COURT SHOULD DENY BASED PLATE’S MOTION TO WITHDRAW AS COUNSEL**

11 For many years, Roblox has tried to stop the individuals behind Bloxflip from unlawfully
 12 accessing Roblox and using Roblox’s intellectual property without its permission. *See, e.g.*, ECF
 13 No. 163 ¶¶ 199–214. These efforts have been met with evasion and obfuscation. Based Plate has
 14 taken the same approach in this litigation, refusing to engage in discovery, and now claiming it will
 15 stop “participating” in the case entirely. ECF No. 168-2 ¶ 2. The Court should not permit Based
 16 Plate to avoid this litigation, and the consequences of its misuse of Roblox, by dismissing its
 17 counsel now that jurisdiction has been established and discovery has been served. KVN should not
 18 be permitted to withdraw from its representation unless substitute counsel is obtained, or Based
 19 Plate is able to show, with certainty, that it cannot financially afford counsel.

20 ***First***, the Motion should be denied for the simple reason that it does not name substitute
 21 counsel. Based Plate, as an entity defendant, **may not** proceed *pro se* under the Local Rules: “[a]
 22 corporation, unincorporated association, partnership or other such entity **may appear only** through
 23 a member of the bar of this Court.” Civ. L-R 3-9(b)(emphasis added); *see also Rowland v. Cal.*
 24 *Men's Colony*, 506 U.S. 194, 201–02 (1993) (“It has been the law for the better part of two centuries
 25 ... that a corporation may appear in the federal courts only through licensed counsel.”); *United*
 26 *States v. High Country Broad. Co.*, 3 F.3d 1244, 1245 (9th Cir. 1993) (*per curiam*), *cert. denied*,
 27 513 U.S. 826 (1994) (“A corporation may appear in federal court only through licensed counsel.”).
 28 A grant of KVN’s motion “would effectively place [Based Plate] in immediate violation of local

1 rules as they would no longer have counsel to represent them.” *CE Res., Inc. v. Magellan Grp.,*
 2 *LLC*, No. 2:08-CV-02999MCEKJM, 2009 WL 3367489, at *2 (E.D. Cal. Oct. 14, 2009). The
 3 Motion therefore must be denied, unless or until Based Plate obtains substitute counsel.

4 **Second**, Based Plate’s assertion of financial strain as a justification for KVN’s withdrawal
 5 without substitute counsel is entitled to little or no weight. *See generally PlayUp, Inc. v. Mintas,*
 6 No. 221CV02129GMNNJK, 2023 WL 4039717 (D. Nev. May 8, 2023) (denying a motion to
 7 withdraw as counsel and requiring a sworn declaration compliant with 28 U.S.C. § 1746 and
 8 evidence of economic dispute with counsel to show justification for withdrawal). Stathoulopoulos
 9 offers no documentation, factual support, or even elaboration, for his claim that “Based Plate
 10 Studios has determined that it is no longer financially able to continue defending this litigation.”
 11 ECF No. 168-2 ¶ 2. In fact, the carefully worded declaration is not signed under oath nor made
 12 under penalty of perjury, and conveniently comes from an international member rather than
 13 Sellinger, who is readily based in Massachusetts. Notably, Stathoulopoulos’ declaration leaves
 14 open the possibility that Based Plate transferred the LLC’s assets during the pendency of this
 15 litigation. As described above, Based Plate already forced Roblox into a costly jurisdictional fight
 16 and to litigate a motion to dismiss, and even as recently as the Parties’ Joint Case Statement, Based
 17 Plate evinced its intent to participate in and serve discovery. *See* ECF No. 163, *infra*. It is not
 18 credible, certainly without further evidence, that Based Plate now suddenly cannot afford
 19 representation. But this is the only justification Based Plate has presented for its claimed refusal to
 20 hire substitute counsel or further participate in the litigation. ECF No. 168-2. The Court should not
 21 accept this paltry showing as sufficient to justify counsel’s withdrawal and should conduct an
 22 inquiry into whether Based Plate is truly unable to afford *any* counsel, or is simply excusing itself
 23 from this litigation to continue its avoidance of liability. At a minimum, prior to allowing counsel
 24 to withdraw, the Court should require Based Plate to supplement its declaration with sworn
 25 evidence, documents showing its means of paying counsel, and evidence sufficient to confirm that
 26 no outside sources of funding exist and no asset transfer took place in an attempt to avoid this
 27 litigation. The Court also should require that the declaration conform with the requirements of 28
 28 U.S.C. § 1746. *See PlayUp*, 2023 WL 4039717, at *2. Further, the Court can and should order

1 Based Plate to provide the initial disclosures that it, through counsel, already agreed to provide (and
 2 the Court ordered, ECF No. 165) and to produce the documents in response to Roblox's RFPs that
 3 it already agreed to produce. Forderer Decl. ¶ 8.

4 **Finally**, the Motion should be denied because, as discussed herein, KVN's withdrawal and
 5 Based Plate's corresponding refusal to participate in this litigation will greatly prejudice Roblox's
 6 ability to prosecute its cross-claims and obtain needed discovery.¹ Even if the court were to grant
 7 default judgment against Based Plate (*see* Section V, *supra*), Roblox would face extensive barriers
 8 in enforcing the judgment, as Based Plate is both a foreign entity and claims to lack assets sufficient
 9 to pay KVR. *See* Fed. R. Civ. P. 69 (allowing discovery on a judgment debtor, but still requiring
 10 parties to comply with other discovery rules). The Court should minimize this prejudice to Roblox
 11 by Based Plate's sudden refusal to fund its own defense. *See CE Res., Inc.*, 2009 WL 3367489, at
 12 *3 ("It would be an injustice to leave [remaining party] in a judicial stalemate until a replacement
 13 attorney could be located. Nor will this Court allow the undue delay to other litigants that would
 14 result from waiting for a party, who is apparently uninterested in litigation, to begrudgingly locate
 15 an attorney to assist them in continuing the litigation they seek to avoid.").

16 Accordingly, KVN should not be permitted to withdraw at this time. At a minimum, given
 17 the circumstances, the Court should require evidence of Based Plate's financial condition before
 18 accepting its representation that it cannot afford to retain counsel and participate in litigation in
 19 which it has been named as a defendant.

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 23
 24 ¹ On March 12, 2025, Roblox issued Rule 45 subpoenas to Selinger, the Massachusetts-based
 25 member of Based Plate, and to Spatic LLC ("Spatic"), an entity for which Selinger is the sole
 26 member, and which Based Plate identified in its corporate disclosure statement as having an interest
 27 in this case. *See* ECF No. 149; Forderer Decl. ¶ 14. Roblox attempted service on Selinger four times
 28 at his apartment building without success. Then, after Spatic had been served, Spatic's counsel
 agreed to accept electronic service for Selinger, whom Roblox served on April 3. To date, Selinger
 has produced no documents in response to the Rule 45 subpoena, despite stating through counsel
 that he would do so, and despite Roblox's repeated follow-ups. *Id.* at ¶ 15. More than one month
 ago, Spatic produced three basic corporate formation documents, and no communications. *Id.* at ¶
 16. Given Selinger's role in Based Plate and Spatic, Roblox has serious concerns that it will not be
 able to obtain relevant documents via Rule 45 subpoenas.

V. IN THE ALTERNATIVE THE COURT SHOULD ENTER DEFAULT JUDGMENT

As described above, allowing KVN to withdraw at this stage—based solely on an unsworn representation that Based Plate can no longer afford to defend the case—would substantially prejudice Roblox. The Court can and should deny the request outright.

If the Court permits KVN to withdraw at this stage, without substitute counsel, as is required by the Local Rules, Roblox requests that the Court enter default judgment against Based Plate. *See Employee Painters' Tr. v. Ethan Enters., Inc.*, 480 F.3d 993, 998 (9th Cir. 2007) (holding that it was proper to enter default judgment against corporation that failed to retain substitute counsel after former counsel withdrew); *Morrow v. Mid Peninsula Hotels, LLC*, No. 19-CV-03863-TSH, 2020 WL 5074305, *2 (N.D. Cal. Aug. 26, 2020) (allowing the corporation's counsel to withdraw but noting that failure to retain substitute counsel would lead the court to enter default judgment); *Pension Tr. Fund for Operating Eng'rs v. Joco Geospatial Co., Inc.*, No. C-11-2482 EMC, 2011 WL 6303404, *3 (N.D. Cal. Dec. 16, 2011) (finding that Plaintiffs would be prejudiced absent a default judgment where the corporation-defendant could not appear *pro se*).

VI. CONCLUSION

For the foregoing reasons, Roblox respectfully requests that the Court deny Based Plate's Motion to Withdraw Counsel and require additional evidence about the submitted declaration and Based Plate's purported inability to afford counsel.

Dated: May 22, 2025

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